

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
TOLEDO DIVISION**

In Re: Case No. 18-32916

John Meredith Symonds, II
Rebecca Sue Symonds fka Rebecca Sue
Badertscher Chapter 13

Debtors. Judge Mary Ann Whipple

**MOTION OF AMERICREDIT
FINANCIAL SERVICES, INC. DBA GM
FINANCIAL FOR RELIEF FROM STAY**

**2013 Kia Soul Wagon 4D 1.6L I4 VIN:
KNDJT2A51D7563573**

Americredit Financial Services, Inc. dba GM Financial ('Movant') moves this Court under Bankruptcy Code §§ 361, 362, and 363, and other sections of Title 11 of the United States Code, under Federal Rules of Bankruptcy Procedure 4001, and under Local Bankruptcy Rule 4001-1 for an order conditioning, modifying or dissolving the automatic stay imposed by Bankruptcy Code §362.

MEMORANDUM IN SUPPORT

1. The Court has jurisdiction over this matter under 28 U.S.C. §§157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2). The venue of this case and this motion is proper under 28 U.S.C. §§ 1408 and 1409.

2. On April 10, 2013, Rebecca Sue Symonds ('Debtor') obtained a loan from Southwest KIA of Rockwall in the amount of \$32,189.60. Such loan was evidenced by a Retail Installment Contract dated April 10, 2013 (the 'Note'), a copy of which is attached as **Exhibit A**.

3. To secure payment of the Note and performance of the terms contained in it, the Debtors executed a Security Agreement in favor of Southwest KIA of Rockwall dated April 10,

2013 (the ‘Security Agreement’). The Security Agreement granted a lien on the Personal Property known as a 2013 Kia Soul Wagon 4D 1.6L I4 VIN: KNDJT2A51D7563573 owned by the Debtors (the ‘Collateral’). The Collateral is more fully described in the Security Agreement (check one)

attached as **Exhibit** _____

-OR-

contained in the Note, attached as **Exhibit A**.

4. The lien created by the Security Agreement was perfected by (check all that apply):

Filing of the Security Agreement in the office of the [COUNTY] County Recorder on [DATE].

Filing of the UCC-1 Financial Statement in the office of _____ of [DATE].

Notation of the lien on the Certificate of Title.

Other (state with particularity): Security Agreement.

A copy of the Recorded Security Agreement, UCC-1 Financial Statement, Certificate of Title or other document, as applicable, is attached as **Exhibit B**. Based on the Voluntary Petition and Schedules, the lien is the 1st lien on the Collateral.

5. The entity in possession of the original Note as of the date of this motion is Americredit Financial Services, Inc. dba GM Financial.

6. The entity servicing the loan is Americredit Financial Services, Inc. dba GM Financial.

7. The Note was transferred as evidenced by the following:

- a. If the Collateral is real estate:
- i. Under Uniform Commercial Code § 3-203(a) as applicable under state law in effect where the property is located, from the original lender:

N/A.

-OR-

By endorsement on the Note,
Payable to: _____.

-OR-

By blank endorsement on the Note.

-OR-

By allonge attached to the Note,
Payable to: _____.

-OR-

By blank allonge, attached to the Note.

-OR-

The Note is not endorsed to the Movant, or is not endorsed in blank with an allegation that the Movant is in possession of the original Note. The factual and legal basis upon which the Movant is entitled to bring this motion is (explain with particularity and attached supporting documentation):
_____.

-OR-

By endorsement on the Note or by allonge attached to the Note, through a power of attorney. If this box is checked, a copy of the power of attorney is attached as **Exhibit** _____. Explain why it provides Movant the authority to endorse the Note:
_____.

- ii. Under Uniform Commercial Code § 3-203(a) as applicable under state law in effect where the property is located, from the <FIRST TRANSFEREE> to <____> [ADD ADDITIONAL TRANSFER SECTIONS AS APPROPRIATE. THE LAST TRANSFEREE MUST BE THE MOVANT].>
- iii. A court has already determined that Movant has the ability to enforce the Note with a judgment dated <INSERT DATE OF JUDGMENT> in the <INSERT NAME OF COURT>. A copy of the judgment is attached as **Exhibit ___**.>
- iv. Other _____ [Explain].

b. If the Collateral is not real estate (check one):

N/A.

-OR-

From the original lender to Americredit Financial Services, Inc. dba GM Financial on the face of the Retail Installment Sale Contract

8. The Security Agreement was transferred as follows (check one):

N/A.

-OR-

From the original lender to Americredit Financial Services, Inc. dba GM Financial on the face of the Retail Installment Sale Contract

9. The value of the Collateral is \$7,875.00. This valuation is based on the NADA Official Used Car Guide. A copy of which is attached hereto as **Exhibit C**.

10. As of the date of this Motion, there is due and owing on the Note the outstanding principal balance of \$9,458.08, interest accruing thereon at the rate of 16.80% per annum [\$10.93 per diem], late fees, and costs as described in more detail on the worksheet. The total provided in this paragraph cannot be relied upon as a payoff quotation.

11. The amount due and owing on the Note as set forth in paragraph 10 DOES NOT include a credit for the sum held in suspense account by the Movant. The amount of the credit is N/A.

12. Other parties known to have an interest in the Collateral besides the debtor(s), the Movant, and the trustee are (check all that apply):

- N/A.
- The <COUNTY> County Treasurer, for real estate taxes, in the amount of \$<AMOUNT>.
- <CO-OWNERS, IF APPLICABLE, STATE NAME>.
- <ANY OTHER PARTY HOLDING A LIEN, IF APPLICABLE IN THE AMOUNT OF \$____ [ADD ADDITIONAL PARTIES AS APPROPRIATE]>.

13. The Movant is entitled to relief from the automatic stay under Bankruptcy Code §362(d) for this/these reason(s) (check all that apply):

- Debtor has failed to provide adequate protection for the lien held by the Movant for these reasons: <EXPLAIN>.
- Debtor has failed to keep the Collateral insured as required by the Security Agreement.
- Debtor has failed to keep current the real estate taxes owed on the Collateral.
- Debtor has failed to make periodic payments to Movant since the commencement of this bankruptcy case for the months of September 2018 through February 2019, which unpaid payments are in the aggregate amount of \$2,515.10 through February 28, 2019. The total provided in this paragraph cannot be relied upon as a post-petition reinstatement quotation.
- Debtor is delinquent in funding the plan, and therefore the trustee has failed to make periodic payments to Movant since the commencement of the bankruptcy case for the months of <STATE EACH MONTH AND YEAR>, which unpaid payments are in the aggregate amount of <AMOUNT> through <DATE>. The total provided in this paragraph

cannot be relied upon as a post-petition reinstatement quotation.

- Debtor has no equity in the Collateral, because the Collateral is valued at \$7,875.00, and including the Movant's lien, there are liens in an aggregate amount of \$9,458.08 on the Collateral.
- Debtor's plan provides for surrender of the Collateral.
- The property is not necessary to an effective reorganization because _____
- Other cause (set forth with specificity): _____.

14. Movant has completed the worksheet attached as **Exhibit D**.

WHEREFORE, Movant prays for an order from the Court granting Movant relief from the automatic stay of Bankruptcy Code §362 to permit Movant to proceed under applicable nonbankruptcy law

Respectfully Submitted,

/s/ Molly Slutsky Simons
Molly Slutsky Simons (0083702)
Sottile & Barile, Attorneys at Law
P.O. Box 476
Loveland, OH 45140
Phone: 513.444.4100
Email: bankruptcy@sottileandbarile.com
Attorney for Movant

CERTIFICATE OF SERVICE

I certify that on March 1, 2019, a true and correct copy of this Motion was served:

Via the Court's ECF System on these entities and individuals who are listed on the Court's Electronic Mail Notice List:

Randy Lee Reeves, Debtors' Counsel
ecf@reeveslpa.com

Elizabeth A. Vaughan, Trustee
13ECFNotices@chapter13toledo.com

Office of the U.S. Trustee
Ustp.region09@usdoj.gov

And by regular U.S. Mail, postage pre-paid on:

John Meredith Symonds, II, Debtor
246 S. Lawn Avenue
Bluffton, OH 45817

Rebecca Sue Symonds fka Rebecca Sue Badertscher, Debtor
246 S. Lawn Avenue
Bluffton, OH 45817

/s/ Molly Slutsky Simons
Molly Slutsky Simons (0083702)
Attorney for Movant

1. FINANCE CHARGE AND PAYMENTS
 - a. HOW WE FIGURE THE FINANCE CHARGE. We figure the Finance Charge using the true daily earnings method as defined by the Texas Finance Code. Under the true daily earnings method, the Finance Charge will be figured by applying the daily rate to the unpaid portion of the Amount Financed for the number of days the unpaid portion of the Amount Financed is outstanding. The daily rate is 16.95% of the Annual Percentage Rate. The unpaid portion of the Amount Financed does not include late charges or return check charges.
 - b. HOW WE WILL APPLY YOUR PAYMENTS. We will apply your payments in the following order:
 1. earned but unpaid finance charge; and
 2. to anything else you owe under this agreement.
 - c. HOW OR EARLY PAYMENTS CHANGE WHAT YOU MUST PAY. We base the Finance Charge, Total of Payments, and Total Sale Price as if all payments were made as scheduled. If you do not timely make all your payments in at least the correct amount, you will have to pay more Finance Charge. If that happens, your last payment will be more than your final scheduled payment, or at our option, you will have to pay more payments of the same amount as your scheduled payment with a smaller last payment. If you make scheduled payments early, your Finance Charge will be reduced (less). We will send you a notice telling you about these changes before the final scheduled payment is due.
 - d. INTEREST AFTER MATURITY. If you do not pay all you owe when the final payment becomes due, or if you do not pay all you owe if we demand payment in full under this contract, you will pay an interest charge on the amount that is still unpaid. That interest charge will be the higher rate of 18% per year or the maximum rate allowed by law, if that rate is higher. The interest charge for this amount will begin the day after the final payment becomes due.
 - e. TRANSFER OF RIGHTS. We may transfer this contract to another person. That person will then have all our rights, privileges, and remedies.
 - f. SPECIAL PROVISIONS FOR BALLOON PAYMENT CONTRACTS. A balloon payment is a scheduled payment more than twice the amount of the average of your scheduled payments, other than the downpayment, that are due before the balloon payment. You can pay all you owe when the balloon payment is due and keep your vehicle. If you buy the vehicle primarily for personal, family, or household use, you can enter into a new written agreement to refinance the balloon payment when due without a refinancing fee. If you refinance the balloon payment, your periodic payments will not be larger or more often than the payments in this contract. The annual percentage rate in the new agreement will not be more than the Annual Percentage Rate in this contract. This provision does not apply if your Payment Schedule has been adjusted in your seasonal or irregular income.
-
2. YOUR OTHER PROMISES TO US
 - a. USE AND TRANSFER OF THE VEHICLE. You will not sell or transfer the vehicle without our written permission. If you do sell or transfer the vehicle, this will not release you from your obligation under this contract, and we may charge you a transfer of equity fee of \$25.00 (\$50 for a heavy commercial vehicle). You will promptly tell us in writing if you change your address or the address where you keep the vehicle. We agree you may remove the vehicle from the U.S. for 72 hours or less, if the vehicle will continue to be covered by the insurance this contract requires. Otherwise, you agree not to remove the vehicle from the U.S. without our written permission.
 - b. CARE OF THE VEHICLE. You agree to keep the vehicle free from all liens, and claims except those that secure this contract. You will timely pay all taxes, fines, or charges pertaining to the vehicle. You will keep the vehicle in good repair. You will not allow the vehicle to be seized or placed in jeopardy or use it illegally. You must pay all you owe even if the vehicle is lost, damaged or destroyed. If a third party takes a lien or claim against or possession of the vehicle, we may pay the third party any cost required to free the vehicle from all liens or claims. We may immediately demand that you pay us the amount paid to the third party for the vehicle. If you do not pay this amount, we may repossess the vehicle and add that amount to the amount you owe. If we do not repossess the vehicle, we may still demand that you pay us, but we cannot compute a finance charge on this amount.
 - c. SECURITY INTEREST. To secure all that you owe on this contract and all your promises in it, you give us a security interest in:
 1. The vehicle including all accessories and parts now or later attached and any other goods financed in this contract;
 2. All insurance proceeds and other proceeds received for the vehicle;
 3. Any insurance policy, service contract or other contract financed by us and any proceeds of those contracts; and
 4. Any refunds of charges included in this contract for insurance, or service contracts.

This security interest also secures any extension or modification of this contract. The certificate of title must show our security interest in the vehicle.
 - d. AGREEMENT TO KEEP VEHICLE INSURED. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle.
 - e. OUR RIGHT TO PURCHASE REQUIRED INSURANCE IF YOU FAIL TO KEEP THE VEHICLE INSURED. If you fail to give us proof that you have insurance, we may buy physical damage insurance. We may buy insurance that covers your interest and our interest in the vehicle, or we may buy insurance that covers our interest only. You will pay the premium for the insurance and a finance charge at the contract rate. If we obtain collateral protection insurance, we will mail notice to your last known address shown on this contract.
 - f. PHYSICAL DAMAGE INSURANCE PROCEEDS. You must use physical damage insurance proceeds to repair the vehicle, unless we agree otherwise in writing. However, if the vehicle is a total loss, you must use the insurance proceeds to pay what you owe us. You agree that we can use any proceeds from insurance to repair the vehicle, or we may reduce what you owe under this contract. If we apply insurance proceeds to the amount you owe, they will be applied to your payments in the reverse order of when they are due. If your insurance on the vehicle or credit insurance doesn't pay all you owe, you must pay what is still owed. Once all amounts owed under this contract are paid, any remaining proceeds will be paid to you.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This PROVISION applies to this contract only if the vehicle financed in the contract was purchased for personal, family, or household use.

Form No. 553-TX 2/12

- g. RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES. If we get a refund on insurance or service contracts, or other contracts included in the cash price, we will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.
 - h. APPLICATION OF CREDITS. Any credit that reduces your debt will apply to your payments in the reverse order of when they are due, unless we decide to apply it to another part of your debt. The amount of the credit and all finance charge or interest on the credit will be applied to your payments in the reverse order of your payments.
3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES
 - a. LATE CHARGE. You will pay us a late charge as agreed to in this contract when it occurs:
 - b. DEFAULT. You will be in default if:
 1. You do not pay any amount when it is due;
 2. You give false, incomplete, or misleading information on a credit application;
 3. You file bankruptcy, bankruptcy is filed against you, or the vehicle becomes involved in a bankruptcy;
 4. You allow a judgment to be entered against you or the collateral; or
 5. You break any of your promises in this agreement.

If you default, we can exercise our rights under this contract and our other rights under the law.
 - c. OUR RIGHT TO DEMAND PAYMENT IN FULL. If you default, or we believe in good faith that you are not going to keep any of your promises, we can demand that you immediately pay all that you owe. We don't have to give you notice that we are demanding or intend to demand immediate payment of all that you owe.
 - d. REPOSSESSION. If you default, we may repossess the vehicle from you if we do so peacefully. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If any personal items are in the vehicle, we can store them for you and give you written notice at your last known address shown on our records within 15 days of discovering that we have your personal items. If you do not ask for these items back within 31 days from the day we mail or deliver the notice to you, we may dispose of them as applicable law allows. Any accessory, equipment, or replacement part stays with the vehicle.
 - e. YOUR RIGHT TO REDEEM. If we take your vehicle, we will tell you how much you have to pay to get it back. If you do not pay us to get the vehicle back, we can sell it or take other action allowed by law. Your right to redeem ends when the vehicle is sold or we have entered into a contract for sale or accepted the collateral as full or partial satisfaction of a contract.
 - f. DISPOSITION OF THE VEHICLE. If you don't pay us to get the vehicle back, we can sell it or take other action allowed by law. We will send you notice at least 10 days before we sell it. We can use the money we get from selling it to pay allowed expenses and to reduce the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. If any money is left, we will pay it to you unless we must pay it to someone else. If the money from the sale is not enough to pay all you owe, you must pay the rest of what you owe plus interest. If we take or sell the vehicle, you will give us the certificate of title and any other document required by state law to record transfer of title.
 - g. COLLECTION COSTS. If we hire an attorney who is not our employee to enforce this contract, you will pay reasonable attorney's fees and court costs as the applicable law allows. You will also pay our reasonable out-of-pocket expenses incurred in connection with retaking, holding, and selling the vehicle as the applicable law allows.
 - h. CANCELLATION OF OPTIONAL INSURANCE AND SERVICE CONTRACTS. This contract may contain charges for insurance or service contracts or for services included in the cash price. If you default, we agree that we can claim benefits under these contracts to the extent allowable, and terminate them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is damaged or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.
 4. INTEGRATION AND SEVERABILITY CLAUSE

This contract contains the entire agreement between you and us relating to the sale and financing of the vehicle. If any part of this contract is not valid, all other parts stay valid.
 5. LEGAL LIMITATIONS ON OUR RIGHTS

If we don't enforce our rights every time, we can still enforce them later. We will exercise all of our rights in a lawful way. You don't have to pay finance charge or other amounts that are more than the law allows. This provision prevails over all other parts of this contract and over all our other acts.
 6. SELLER'S DISCLAIMER OF WARRANTIES

Unless the seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.
 7. USED CAR BUYERS GUIDE

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.
 8. APPLICABLE LAW

Federal and Texas law apply to this contract.

OHIO CERTIFICATE OF TITLE

ISSUING CNTY RICHLAND
RESIDENT CNTY RICHLAND

STATE OF OHIO

No. 70 0175 3048

REPLACEMENT

ISSUE DATE
09/26/2018

IDENTIFICATION NUMBER

KNDJT2A51D7563573

COMMENTS

PURCHASE PRICE

\$0.00

YEAR

2013

MAKE KIA
BODY TYPE UC

MAKE DESCRIPTION

KIA

MODEL DESCRIPTION

SOUL

CONVERSION

EXEMPT

CV

MILEAGE

20,667

EVIDENCE

OH-7001488966

BRAND(S)

MLG BRAND ACTUAL

OWNER

REBECCA S. SYMONDS

409 GEORGE AVE
MANSFIELD, OH 44907

PREVIOUS OWNER

REBECCA BADERTSCHER

1308 HONEYWOOD LN
ROYSE CITY, TX 75189FIRST LIENHOLDER DATE OF LIEN: 05/19/2014
AMERICREDIT FINANCIAL
SERVICES INC.
P.O. BOX 1510
COCKEYSVILLE, MD 21030

LIEN DISCHARGE

Lienholder

LIEN DISCHARGE

Lienholder

by:

Authorized signature

date

by:

Authorized signature

date

CLERK LIEN CANCELLATION

by:

Deputy Clerk

date

CLERK LIEN CANCELLATION

by:

Deputy Clerk

date

WITNESS MY HAND AND OFFICIAL SEAL THIS 26TH DAY OF SEPTEMBER, 2018

%143114423

(SEAL)



* % 1 4 3 1 1 4 4 2 3 *

%143114423

LINDA H FRARY
CLERK OF COURTS99A
LKT

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS.

ERASURES AND ALTERATIONS VOID THIS TITLE ASSIGNMENT. (Type or Print in Ink.)

ASSIGNMENT OF OWNERSHIP

This vehicle was a (if applicable): Former Law Enforcement Vehicle Flood Vehicle Former Taxi

I (we) certify the vehicle/watercraft/outboard motor described in this title was delivered on ____/____/____ for the price of \$_____ to:

Buyer Printed Name _____

Buyer Printed Address _____

ODOMETER CERTIFICATION

Federal and State laws require that you state the mileage in connection with transfer of ownership.

Failure to complete or providing false information may result in fines and/or imprisonment.

I (we) certify to the best of my (our) knowledge that the odometer now reads

--	--	--

--	--	--

miles (no tenths)

Check one: Actual Mileage

The Mileage stated is in EXCESS of the Mechanical Limits

The odometer reading is not the actual Mileage. WARNING Odometer Discrepancy.

Thousands

Thousands

Seller is a minor Yes No

If Yes, Minor Consent Form (BMV 3751) Required

I (we) warrant the title to be free of all liens.

X

Seller's Printed Name _____

Seller's Signature _____

No copy of this form may be reproduced without the written consent of the Ohio Department of Taxation.

Seller's Printed Street Address _____

City _____

State _____

Zip _____

Notary: Subscribed and sworn to before me by _____

On the _____ day of _____, 20____ in the county of _____ state of _____

(Notary Seal)

My commission expires _____ printed name _____ Signature of (circle one)

Clerk, Deputy Clerk of Courts, Notary X

Warning to buyer and seller. You are required by law to state the true selling price. A false statement is in violation of section 2921.13 of the Ohio Revised Code and is punishable by six months imprisonment or a fine of up to one thousand dollars or both. All transfers are audited by the Department of Taxation. The seller and buyer must provide any information requested by the Department of Taxation.

The buyer may be assessed any additional tax found to be due.

BUYER ACKNOWLEDGEMENT OF ABOVE ODOMETER CERTIFICATION

X

Buyer Printed Name _____

Buyer Signature _____

APPLICATION FOR CERTIFICATE OF TITLE (Type or Print in Ink)

Salvage Vehicle cannot be driven until a rebuilt title is issued.

Check type of Application(s): Motor Vehicle Memorandum Watercraft Outboard Motor Salvage

Applicant Printed Name _____ SSN/EIN _____

Applicant Printed Address _____ Street _____ City _____ Zip _____ County _____

Purchase Price \$ _____ Gross Tax Due \$ _____ Vendor's Discount \$ _____ Tax Paid \$ _____

Trade in Allowance \$ _____ If Tax Exempt, State Reason _____ Dealer # _____ Vendor # _____

Lienholder _____ ELien # _____

Lienholder Address _____

Condition of Vehicle/Watercraft/Outboard Motor (check only one): Good Fair Poor Wrecked Title to be Printed Non-Printed

Optional: With Rights of Survivorship (2 owners only) Transfer On Death (1 owner only) BMV 3811 Form required

Applicant is a minor Yes No If yes, provide Date of Birth _____ and Minor Consent Form (BMV 3751)

I (we) state that all information contained in this application is true and correct.

X

Applicant Signature _____

Notary: Subscribed and sworn to before me by _____

On the _____ day of _____, 20____ in the county of _____ state of _____

(Notary Seal)

My commission expires _____ printed name _____ Signature of (circle one)

Clerk, Deputy Clerk of Courts, Notary X

LATE FEE OF \$5.00 FOR FAILURE TO APPLY WITHIN 30 DAYS OF ASSIGNMENT.



Licensed to J.D. Power

GM Financial - BK Dept

4000 Embarcadero
Arlington, TX 76014
817-524-3546

Mandy.Youngblood@gmfinancial.com

Vehicle Information

Vehicle:	2013 Kia Soul Wagon 4D 1.6L I4
Region:	Central
Period:	February 26, 2019
VIN:	KNDJT2A51D7563573
Mileage:	82,500
Base MSRP:	\$14,400
Typically Equipped MSRP:	\$17,000
Weight:	2,615



NADA Used Cars/Trucks Values

Auction*	Base	Mileage Adj.	Option Adj.	Adjusted Value
Low	\$3,275	\$7	N/A	\$3,282
Average	\$4,725	\$7	N/A	\$4,732
High	\$6,200	\$7	N/A	\$6,207
Trade-In				
Rough	\$4,100	N/A	N/A	\$4,100
Average	\$4,975	N/A	N/A	\$4,975
Clean	\$5,675	N/A	N/A	\$5,675
Clean Loan	\$5,125	N/A	N/A	\$5,125
Clean Retail	\$7,875	N/A	N/A	\$7,875

*The auction values displayed include typical equipment and adjustments for mileage and any of the following applicable accessories: engine size, drivetrain, and trim.

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
TOLEDO DIVISION**

In Re:

Case No. 18-32916

John Meredith Symonds, II
Rebecca Sue Symonds fka Rebecca Sue
Badertscher

Chapter 13

Debtor(s).

Judge Mary Ann Whipple

**AMERICREDIT FINANCIAL SERVICES,
INC. DBA GM FINANCIAL FOR RELIEF
FROM STAY WORKSHEET**

I. LOAN DATA

A. IDENTIFICATION OF COLLATERAL (check all that apply):

- Real Estate:
 - Principal Residence of Debtor(s)
 - Other

X Personal Property: 2013 Kia Soul Wagon 4D 1.6L I4 VIN:
KNDJT2A51D7563573

- Debtor's Chapter 13 Plan provides for surrender of the Collateral
- Other Property: _____

B. CURRENT VALUE OF COLLATERAL: \$7,875.00

C. SOURCE OF COLLATERAL VALUATION: NADA Official Used Car Guide

D. ORIGINAL LENDER: Southwest KIA of Rockwall

E. ENTITY ENTITLED TO ENFORCE THE NOTE: Americredit Financial Services, Inc. dba GM Financial

F. CURRENT LOAN SERVICER: Americredit Financial Services, Inc. dba GM Financial

G. DATE OF LOAN: April 10, 2013

H. ORIGINAL PRINCIPAL AMOUNT DUE UNDER NOTE: \$32,189.60

I. ORIGINAL INTEREST RATE ON NOTE: 16.80%

- J. CURRENT INTEREST RATE: 16.80%
- K. ORIGINAL MONTHLY PAYMENT AMOUNT: \$419.30
- L. CURRENT MONTHLY PAYMENT AMOUNT: \$419.30
- M. THE CURRENT MONTHLY PAYMENT AMOUNT LISTED ABOVE:
- Includes an escrow amount of \$ _____ for real estate taxes.
 - Includes an escrow amount of \$ _____ for property insurance.
 - Includes an escrow amount of \$ _____ for _____.
 - Does not include any escrow amount.
- N. DATE LAST PAYMENT RECEIVED: 11/25/2018
- O. AMOUNT OF LAST PAYMENT RECEIVED: \$420.00
- P. AMOUNT HELD IN SUSPENSE ACCOUNT: \$0.00
- Q. NUMBER OF PAYMENTS PAST DUE: 7

II. AMOUNT ALLEGED TO BE DUE AS OF THE DATE THE MOTION IS FILED

	Description of Charge	Total Amount of Charges	Number of Charges Incurred	Dates Charges Incurred
A.	PRINCIPAL	\$9,485.08		
B.	INTEREST	\$		
C.	TAXES	\$		
D.	INSURANCE	\$		
E.	LATE FEES	\$		
F.	NON-SUFFICIENT FUNDS FEES	\$		
G.	PAY-BY-PHONE FEES	\$		
H.	BROKER PRICE OPINIONS	\$		
I.	FORCE-PLACED INSURANCE	\$		
J.	PROPERTY INSPECTIONS	\$		
K.	OTHER CHARGES	\$		

TOTAL OF DEBT AS OF DATE MOTION IS FILED: \$9,485.08 *

* This total cannot be relied upon as a payoff quotation.

III. AMOUNT OF ORIGINAL PRE-PETITION ARREARAGES \$0.00

IV. AMOUNT OF ALLEGED POST-PETITION DEFAULT

	<u>Description of Charge</u>	<u>Amount</u>	<u>Number</u>	<u>Date Incurred</u>	<u>Total</u>
A.	PAYMENTS	\$419.30	7	9/2018-2/2019	\$2,515.10
B.	ADVANCES FOR TAXES	\$			\$
C.	ADVANCES FOR INSURANCE	\$			\$
D.	LATE FEES	\$			\$
E.	NON-SUFFICIENT FUNDS FEES	\$			\$
F.	PAY-BY-PHONE FEES	\$			\$
G.	BROKER PRICE OPINIONS	\$			\$
H.	FORCE-PLACED INSURANCE	\$			\$
I.	PROPERTY INSPECTIONS	\$			\$
J.	OTHER CHARGES	\$			\$

TOTAL ACCRUED: \$2,515.10

LESS SUSPENSE BALANCE: \$0.00

TOTAL POST-PETITION DEBT: \$2,515.10

V. THE TRUSTEE LEDGER SHOWING POST-PETITION DISBURSEMENTS ON THIS DEBT -OR- A POST-PETITION PAYMENT SUMMARY SHOWING THE PAYMENTS MADE BY THE DEBTOR ON THIS DEBT IS ATTACHED TO THIS WORKSHEET AS EXHIBIT D.

This Worksheet was prepared by:

/s/ Molly Slutsky Simons

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